

06-06-2001



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TRADEMARKS ONLY

EET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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☐ **Correction of PTO Error**
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Conveyance Type

☐ **Assignment** ☐ **License**

☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**

☐ **Merger** **Effective Date**
Month Day Year

☐ **Change of Name** **05/22/2001**

☒ **Other** **RELEASE OF SECURITY INTEREST OF TRADEMARKS**

Conveying Party

☐ **Mark if additional names of conveying parties attached**

Name **Playtex Beauty Care, Inc.** **Execution Date**
Month Day Year **05/22/2001**

Formerly _____

☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**

☐ **Other** _____

☒ **Citizenship/State of Incorporation/Organization** **Delaware**

Receiving Party

☐ **Mark if additional names of receiving parties attached**

Name **Wells Fargo Bank, N.A., as Collateral Agent**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1445 Ross Avenue**

Address (line 2) _____

Address (line 3) **Dallas** **Texas** **75202**
City State/Country Zip Code

☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**

☐ **Other** _____

☐ **Citizenship/State of Incorporation/Organization** _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

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Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael J. Neary
Name of Person Signing

Michael J. Neary
Signature

05/30/2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

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☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1733916

1266784

1757520

1618341

1698265

1076231

1759049

1084453

1829148

1875782

1737452

1149263

RELEASE OF SECURITY INTEREST OF TRADEMARKS

This Release of Security Interest is dated as of May 22, 2001. Reference is hereby made to the Subsidiary Security Agreement dated as of July 21, 1997 (the "**Security Agreement**") by and between Playtex Beauty Care, Inc. ("**Grantor**"), a Delaware corporation, and Wells Fargo Bank, N.A., as Collateral Agent ("**Collateral Agent**"), or an abstract thereof, recorded with the United States Patent and Trademark Office on or about August 12, 1997.

Wells Fargo Bank, N.A. hereby notifies, acknowledges to and agrees with Grantor that the security interest granted by Grantor to Collateral Agent pursuant to the terms of the Grant of Security Interest (as such term as defined in the "**Grant of Security**") including without limitations, the trademarks listed on the attached Schedule A, are terminated and released as of the date hereof, and that Collateral Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant of Security Interest to such Trademark Collateral.

Such Collateral Agent releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on the Release of Security Interest including, without limitation, those Encumbrances created under or in connection with the Security Agreement.

Such Grantor hereby agrees to take such further actions and to execute such further documents as Collateral Agent may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

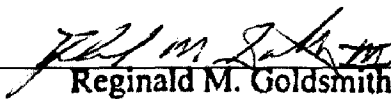
IN WITNESS WHEREOF, Collateral Agent has caused this Release of Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

**WELLS FARGO BANK, N.A.,
as Collateral Agent**

By: _____

Name: _____

Title: _____


Reginald M. Goldsmith, III
Vice President

STATE OF TEXAS)

COUNTY OF DALLAS)

On May 16, 2001 before me, _____, personally appeared REGINALD N. GOLDSMITH personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand this 16th day of May, 2001.

Carlene O'Neal Moses
Notary Public in and for the
State of Texas

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST OF TRADEMARKS**

Registered:

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1.	ALL DAY SALON HOLD FORMULA	1656545	09/10/91
2.	BEAUTY THROUGH STRENGTH	1808297	11/30/93
3.	BIOTECTONIC	1163303	08/04/81
4.	FABULOUSLY CLEAN	1656558	09/10/91
5.	GELAVE	1229133	03/08/93
6.	IRENE (Lowercase Letters)	1087570	03/21/79
7.	JHIRMACK	1253486	10/11/83
8.	JHIRMACK	1619343	10/30/90
9.	JHIRMACK IN SCRIPT	1617283	10/16/90
10.	JHIRMACK PLUS	1733916	11/17/92
11.	JHIRMACK PLUS DESIGN	1757520	03/09/93
12.	JHIRMACK SHAMPOO SALON AND DESIGN	1698265	06/30/92
13.	JHIRMACK SHINE	1759049	03/16/93
14.	JHIRMACK SHINE DESIGN	1829148	04/05/94
15.	NATURAL PERFORMANCE	1737452	12/01/92
16.	NUCLEI COLOR	1149263	03/24/81
17.	NUTRI-BODY	1266784	02/14/84
18.	NUTRI-BODY	1618341	10/23/90

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
19.	ORTHO-DERMA	1076231	11/01/77
20.	PHRECEDENT (In Special Form)	1084453	02/07/78
21.	POWER MIST	1875782	01/24/95

Pending Applications:

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	OPULENCE	75/244005	02/18/97
2.	PRO SILK	75/268936	04/03/97